

**MORGAN, LEWIS & BOCKIUS**

PHILADELPHIA  
LOS ANGELES  
MIAMI  
LONDON  
FRANKFURT

COUNSELORS AT LAW  
2000 ONE LOGAN SQUARE  
PHILADELPHIA, PENNSYLVANIA 19103-6993

TELEPHONE: (215) 963-5000

FAX: (215) 963-5299

WASHINGTON  
NEW YORK  
HARRISBURG  
SAN DIEGO  
BRUSSELS  
TOKYO

STEPHEN A. JANNETTA  
DIAL DIRECT (215) 963-5092

RECORDATION NO 17348 FILED 1483

AUG 8 1991 - 10 30 AM

INTERSTATE COMMERCE COMMISSION  
August 8, 1991

**VIA HAND DELIVERY**

1-220A015

Mr. Sidney L. Strickland  
Secretary  
Interstate Commerce Commission  
Twelfth Street and  
Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: **Lease Agreement, dated as of May 29, 1991, between  
Brentwood Locomotive Lease Co., Ltd. and  
Consolidated Rail Corporation filed with the  
Commission on May 29, 1991 under Recordation  
Number 17348**

Dear Mr. Strickland:

Enclosed for filing and recordation under Section 11303 of Title 49 of the United States Code are an original and two originally executed counterparts of a Lease Supplement No. 2, dated as of July 1, 1991 ("Lease Supplement No. 2"), between Brentwood Locomotive Lease Co., Ltd., as lessor (the "Lessor"), and Consolidated Rail Corporation, as lessee (the "Lessee").

The primary document to which the Lease Supplement No. 2 relates is a Lease Agreement, dated as of May 29, 1991, between the Lessor and the Lessee, which was filed with the Commission on May 29, 1991, at 12:45 p.m., under Recordation Number 17348.

The names and addresses of the parties to Lease Supplement No. 2 are as follows:

Lessor:  
Brentwood Locomotive Lease Co., Ltd.  
Caledonian House  
P.O. Box 1043  
Mary Street  
George Town, Grand Cayman  
Cayman Islands

*Handwritten signature: C. D. [unclear]*

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Lessee:  
Consolidated Rail Corporation  
Six Penn Center Plaza  
Philadelphia, PA 19103

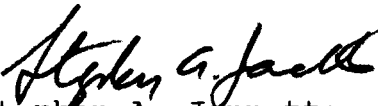
Lease Supplement No. 2 provides for the correction of a typographical error in Section 19 of the Lease.

A check for Fifteen Dollars (\$15.00) is enclosed for fees associated with filing and recording Lease Supplement No. 2 with the Commission. Please stamp and return the original and any extra copies of Lease Supplement No. 2 not needed for recordation to me at the following address:

Stephen A. Jannetta, Esq.  
Morgan, Lewis & Bockius  
2000 One Logan Square  
Philadelphia, PA 19103

If you have any questions with respect to this filing, please call me.

Very truly yours,

  
Stephen A. Jannetta

/mh  
Enclosures

17348-E  
FILED 1991

AUG 8 1991 -10 30 AM  
INTERSTATE COMMERCE COMMISSION

[EXECUTION COPY]

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LEASE SUPPLEMENT NO. 2 (CONRAIL 1991-A)

Between

BRENTWOOD LOCOMOTIVE LEASE CO., LTD.,  
as Lessor

and

CONSOLIDATED RAIL CORPORATION,  
as Lessee

Twenty General Electric Dash 8-40CW  
Diesel Electric Locomotives

Dated as of July 1, 1991

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CERTAIN RIGHTS, TITLE AND INTEREST ON THE PART OF BRENTWOOD LOCOMOTIVE LEASE CO., LTD. IN AND TO THE ITEMS OF EQUIPMENT DESCRIBED IN THIS LEASE SUPPLEMENT NO. 2 HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF U.S. TRUST COMPANY OF CALIFORNIA, N.A., AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CONRAIL 1991-A) DATED AS OF MAY 29, 1991. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT NO. 2 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT NO. 2 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY U.S. TRUST COMPANY OF CALIFORNIA, N.A., AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE HEREOF.

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Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on \_\_\_\_\_, 1991, at \_\_\_\_\_, recordation number \_\_\_\_\_, and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on \_\_\_\_\_, 1991, at \_\_\_\_\_.

LEASE SUPPLEMENT NO. 2 (CONRAIL 1991-A), dated as of July 1, 1991, between BRENTWOOD LOCOMOTIVE LEASE CO., LTD., a corporation formed under the laws of the Cayman Islands ("Lessor"), and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease Agreement (Conrail 1991-A), dated as of May 29, 1991 (herein called the "Lease Agreement"), as supplemented by that certain Lease Supplement No. 1 (Conrail 1991-A) between the Lessor and the Lessee, dated May 29, 1991 (herein called "Lease Supplement No. 1"), pursuant to which Lessor has delivered and leased to Lessee, and Lessee has accepted and leased from Lessor, twenty General Electric Dash 8-40CW Diesel Electric Locomotives, bearing Lessee's road numbers 6120 through 6139 inclusive (the "Items of Equipment"). All capitalized terms used herein without definition shall have the meanings specified in Appendix X to the Lease Agreement.

WHEREAS, the Lease Agreement and Lease Supplement No. 1 were filed for recordation with the Interstate Commerce Commission on May 29, 1991, at 12:45 p.m., Recordation Numbers 17348 and 17348-B, respectively, and were deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on May 30, 1991.

WHEREAS, pursuant to a Pass Through Trust Agreement (Conrail 1991-1), dated as of May 29, 1991, between U.S. Trust Company of California, N.A., as Pass Through Trustee and the Lessee, a Pass Through Trust was created, and certain Pass Through Trust Certificates were executed and authenticated, to facilitate the financing of the acquisition by Lessor of the Items of Equipment.

WHEREAS, concurrently with the execution and delivery of the Lease Agreement and Lease Supplement No. 1, Lessor entered into a Trust Indenture and Security Agreement (Conrail 1991-A), dated as of May 29, 1991, to provide for the issuance to the Pass Through Trustee of certain secured promissory notes, the proceeds of which were applied, together with other funds contributed by the Lessor, to effect Lessor's purchase of the Items of Equipment.

WHEREAS, it has come to the attention of Lessor and Lessee that the text of the fourth sentence of Section 19 of the Lease Agreement, which describes certain payment obligations of Lessor and Lessee following a sale of the Items of Equipment by Lessor, contains a typographical error such that the aforesaid Section 19 is defective and does not comport with the understanding and intent of Lessor and Lessee in entering into the Lease Agreement (and also conflicts with the correct description of

such payment obligations as contained in the Offering Circular related to the offering of the Pass Through Trust Certificates).

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement in order to correct the aforesaid typographical error, in order to cure such defective provision.

NOW, THEREFORE, in consideration of the premises and good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. The fourth sentence of Section 19 of the Lease Agreement is hereby amended in its entirety to read as follows: "Upon the sale of the Items of Equipment by Lessor, Lessee shall pay to Lessor an amount equal to the Selling Costs and all other amounts of Supplemental Rent then due to Lessor from Lessee and unpaid and Lessor shall pay to Lessee the proceeds of such sale but only to the extent such proceeds do not exceed the Deficiency Payment."

2. This instrument is executed, and shall be considered, as an amendment and supplement to the Lease Agreement, and shall form a part thereof, and the provisions of the Lease Agreement, as supplemented by Lease Supplement No. 1 and as further supplemented and amended by this Lease Supplement No. 2, are hereby ratified and confirmed in all respects.

3. This Lease Supplement No. 2 may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Lease Supplement No. 2, including a signature page executed by each of the parties hereto, shall be an original counterpart of this Lease Supplement No. 2, but all of such counterparts together shall constitute one instrument.


4. This Lease Supplement No. 2 has been delivered in Philadelphia, Pennsylvania. It shall in all respects be governed by, and construed in accordance with, the laws of Japan, including all matters of construction, validity and performance.

5. The parties hereto agree that certain rights, title and interest of Lessor in and to the Items of Equipment described in this Lease Supplement No. 2 have been assigned to and are subject to a lien and security interest in favor of U.S. Trust Company of California, N.A., as Indenture Trustee, under the Indenture. To the extent, if any, that this Lease Supplement No. 2 constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement No. 2 may be created through the transfer or possession of any counterpart other than the original counterpart that contains the receipt therefor executed by U.S. Trust Company of California, N.A., as Indenture Trustee, on or immediately following the signature page hereof.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement No. 2 to be duly executed as of the day and year first above written.

LESSOR

BRENTWOOD LOCOMOTIVE LEASE  
CO., LTD.

By:   
Name: F. Jan Blaustein  
Title: President

LESSEE

CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Name: Thomas J. McGraw  
Title: Director - Financing

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement No. 2 to be duly executed as of the day and year first above written.

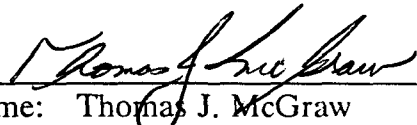
LESSOR

BRENTWOOD LOCOMOTIVE LEASE  
CO., LTD.

By: \_\_\_\_\_  
Name: F. Jan Blaustein  
Title: President

LESSEE

CONSOLIDATED RAIL CORPORATION

By:   
Name: Thomas J. McGraw  
Title: Director - Financing

STATE OF CALIFORNIA :

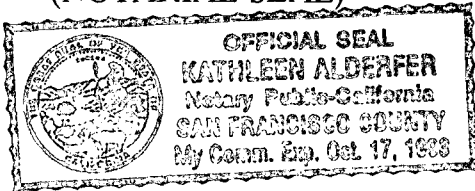
SS

COUNTY OF SAN FRANCISCO:

On this, the 21<sup>st</sup> day of July, 1991, before me, a notary public, personally appeared F. Jan Blaustein, to me personally known, who being by me duly sworn, says that she is the President of Brentwood Locomotive Lease Co., Ltd., that said instrument was executed on July 21, 1991 on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sworn to before me this  
21<sup>st</sup> day of July, 1991.

(NOTARIAL SEAL)



Kathleen Alderfer  
Notary Public

My Commission Expires: 10.17.93



COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF PHILADELPHIA :

On this, the 30<sup>th</sup> day of July, 1991, before me, a notary public, personally appeared Thomas J. McGraw, to me personally known, who being by me duly sworn, says that he is the Director - Financing of Consolidated Rail Corporation, that said instrument was executed on July 30, 1991 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sworn to before me this  
30<sup>th</sup> day of July, 1991.

(NOTARIAL SEAL)

  
Notary Public

My Commission Expires:

NOTARIAL SEAL LORETTA DANDRIDGE, Notary Public City of Philadelphia, Phila. County My Commission Expires Aug. 27, 1994
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